

AGREEMENT OF PURCHASE AND SALE

110 North Sunrise Avenue, Roseville California

This Agreement of Purchase and Sale (hereinafter "Agreement") is made by and between the County of Placer, a political subdivision of the State of California (hereinafter "COUNTY") and Roseville Hospitality, LLC, DBA Hampton Inn (hereinafter "SELLER"), who agree as follows:

ARTICLE 1. GENERAL.

- 1.01 Definitions. Capitalized terms used in this Agreement that are not defined in this Agreement shall have the meanings ascribed to them by the section in which such term is defined. This Agreement includes all Exhibits, schedules, and other attachments in the Exhibits. COUNTY and SELLER are sometimes hereinafter each singularly referred to as "PARTY" and collectively referred to as the "PARTIES."
- 1.02 Purchase Property. SELLER is the owner of a 1.68-acre parcel of real property improved with a ±73,181 square foot, 85-room hotel building located at 110 North Sunrise Avenue, Roseville California (APN 013-213-001-000), and more particularly described in Exhibit A and depicted on Exhibit B, (hereinafter "Purchase Property").
- A. The Purchase Property shall also include SELLER's interests in:
- (1) Any and all privileges and appurtenances pertaining to the Purchase Property, including any right, title, and interest of SELLER in or to adjacent streets, alleys, easements or right(s) of way.
 - (2) Any and all leases, licenses, occupancy agreements, permits, warranties, guarantees with respect to the Purchase Property, or any portion thereof.
 - (3) All personal property and items present at the Purchase Property on the date this Agreement is executed; such as beds and furniture; TVs and telephones; appliances; linens; and tools, carts and maintenance equipment, except as specifically identified and excluded in Exhibit C.
- 1.03 Purpose. The purpose of this Agreement is to provide for the purchase and sale of the Purchase Property as conveyed through a grant deed (hereinafter "Grant Deed") from SELLER to COUNTY's selected Permanent Supportive Housing Operator (hereinafter "PSH Operator") prior to Close of Escrow (hereinafter "COE").
- 1.04 Effective Date. The effective date of this Agreement (hereinafter "Effective Date") shall be the date upon which the last PARTY signs this Agreement. A fully executed copy of this Agreement shall be delivered to the other PARTY within five (5) calendar days following the Effective Date.
- 1.05 Execution and Delivery. The execution and delivery by SELLER and COUNTY and the performance under this Agreement are within SELLER's and COUNTY's powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid, binding, and enforceable obligation of SELLER and COUNTY.

ARTICLE 2. PURCHASE AND SALE.

- 2.01 Purchase and Sale. SELLER shall sell the Purchase Property to the COUNTY, and the COUNTY shall purchase the Purchase Property from SELLER on the terms and conditions specified in this Agreement.
- 2.02 Price. The purchase price for the Purchase Property shall be Sixteen Million Seven Hundred Thousand and No/100 Dollars (\$16,700,000.00) (hereinafter "Purchase Price").
- 2.03 Payment. Upon the COE, the entire Purchase Price, less any deposits made by COUNTY, shall be paid in cash, and as provided for hereunder.
- 2.04 Deposit. COUNTY shall make an initial deposit of Fifty Thousand and No/100 Dollars (\$50,000.00) (hereinafter "Initial Deposit") to be remitted to escrow holder (hereinafter "Escrow Holder") within ten (10) days of a fully executed Agreement. The Initial Deposit shall be refunded to the COUNTY if there is not a COE for this transaction as provided for in this Agreement, except in the event of a COUNTY default.

ARTICLE 3. ESCROW AND TITLE.

- 3.01 Escrow Opening. The purchase and sale of the Purchase Property shall be consummated by means of an Escrow that has been opened at Placer Title Company, Attention Debbie Yue, 193 Fulweiler Avenue, Auburn, CA 95603, Telephone (530) 885-7722, Fax (866) 885-1592.
- 3.02 Escrow Instructions. Escrow instructions shall be consistent with the terms of this Agreement. Between the PARTIES, the terms of this Agreement shall prevail if there are any inconsistency, unless any instruction specifically states that it is intended to supersede a provision of this Agreement.
- 3.03 Close of Escrow. COE shall be defined as the date that the Grant Deed conveying the Purchase Property to the COUNTY's PSH Operator is recorded in the official records of Placer County, California. COE shall occur on or before ten (10) calendar days after the contingency investigation period (hereinafter "Investigation Period"), or any extension thereto, as mutually agreed to among the PARTIES. If performance conditions as set forth in Section 5.02 are not met by COE by the SELLER, COUNTY, at COUNTY's sole discretion, shall have the option to cancel Escrow and terminate this Agreement or extend the COE date. COUNTY shall notify SELLER of its intent to exercise this option no later than five (5) calendar days prior to COE date.
- 3.04 Escrow Costs and Expenses. The COUNTY shall pay any recording fees. SELLER shall pay any transfer taxes and all costs allocated to SELLER. COUNTY and SELLER shall each pay one-half (1/2) of costs for Escrow and for a California Land Title Association ("CLTA") Standard Coverage Policy with a liability not exceeding the total Purchase Price. The COUNTY shall pay costs for any coverage in excess of such CLTA Standard Coverage Policy. COUNTY and SELLER shall each pay its own legal and professional fees and fees of other consultants incurred with regard to this transaction. SELLER shall pay any and all real estate commissions due, if any, associated with this Purchase Property sale to the extent provided in Section 8.03.

- 3.05 Taxes/Assessments. All real estate taxes, assessments, and any similar charges imposed upon the Purchase Property by Placer County, or any governmental or special district, organization, or body shall be prorated as of the COE, on the basis of a 30-day month.
- 3.06 Prorations. All utilities and all other operating expenses with respect to the Purchase Property for the month in which COE occurs and any payments in lieu of taxes with respect to the Purchase Property for the year in which the COE occurs shall be prorated to the COE date. Proration shall be made consistently with local customs and practices, including, without limitation, proration of real estate taxes based on the calendar year.
- 3.07 UCC Search. Within fourteen (14) calendar days after the Effective Date, SELLER, at SELLER's expense, shall furnish COUNTY a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the Effective Date of this Agreement. The search must identify documents that are on file with the California Secretary of State and Placer County that relate to all personal property on the Purchase Property that show SELLER as the debtor.
- 3.08 COUNTY's Title Policy. The Title Insurance policy issued at the Close of Escrow (hereinafter "Title Policy") shall be a CLTA Standard Coverage Policy with liability in the amount of the Purchase Price, insuring Title to the Purchase Property to the COUNTY's PSH Operator and insuring the PSH Operator, subject only to: (1) the Permitted Exceptions; and (2) the printed exceptions and exclusions common to CLTA Coverage policies other than the "arbitration" provision, which shall be deleted with an ARB.LN-06 endorsement.
- 3.09 Taxes. Taxes shall be apportioned and cleared in the manner required by Sections 5081, et seq., of the California Revenue and Taxation Code; the date of apportionment shall be the same as the time of COE.
- 3.10 Delivery of Documents and Funds.
- A. By SELLER. Prior to and as a condition to the COE for the benefit of COUNTY, SELLER shall:
- (1) Deposit with Escrow Holder the Grant Deed conveying the Purchase Property to COUNTY's PSH Operator, fully executed and notarized;
 - (2) Deposit with Escrow Holder a Transferor's Certificate of Nonforeign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, certifying that SELLER is not a foreign person;
 - (3) Deposit with Escrow Holder Form 593C, Withholding Exemption Certificate for Real Estate Sales;
 - (4) Execute and deliver to Escrow Holder such other instructions and documents as may be required to Close Escrow in accordance with this Agreement.
 - (5) Cancel any existing Franchise Agreements with any hotel franchiser solely at SELLER's expense.

- B. By COUNTY. Prior to and as a condition to the COE, for the benefit of SELLER, COUNTY shall:
- (1) Deposit with Escrow Holder the Purchase Price in accordance with Section 2.02, plus or minus allowable prorations, by cashier's or certified check or electronic transfer of federal funds to Escrow Holder;
 - (2) Execute and deliver to Escrow Holder such other instructions, documents, and funds as may be required by Escrow to Close Escrow in accordance with this Agreement;
 - (3) Deposit with Escrow Holder a written statement that all of COUNTY's conditions precedent to COE set forth in Section 5.02 have been satisfied.
- C. By Escrow Holder. When all conditions for the COE have been met, Escrow Holder shall promptly:
- (1) Disburse the Purchase Price as directed in writing by SELLER, after deducting therefrom all items chargeable to the account of SELLER;
 - (2) Cause the Grant Deed to the COUNTY's PSH Operator to be recorded in the Official Records of Placer County; and
 - (3) Deliver to the COUNTY and the COUNTY's PSH Operator a CLTA Owners Standard Coverage Policy of Title Insurance insuring Title to the COUNTY's PSH Operator subject only to exceptions consistent with the terms of this Agreement.

ARTICLE 4. CONTINGENCY INVESTIGATION PERIOD.

- 4.01 General. The provisions of this Article 4 describe the items that shall be considered contingencies to Close Escrow (hereinafter "Contingencies"). COUNTY shall have an Investigative Period of up to one hundred eighty (180) calendar days following mutual execution of this Agreement within which to investigate the Purchase Property Contingencies pursuant to Section 4.02. COUNTY shall either approve or disapprove said Contingencies as defined in Section 4.03.
- 4.02 Purchase Property Contingencies. All Contingencies stated in this Agreement must meet all COUNTY requirements and approvals prior to the end of the Investigation Period and are subject to expiration of applicable legal challenge periods, as determined by the COUNTY. If for any reason, the COUNTY elects to cancel this Agreement prior to end of the Investigation Period, COUNTY shall have no further obligations and/or liabilities whatsoever to proceed with acquisition of the Purchase Property and Escrow Holder shall return all deposits to the COUNTY. Furthermore, all deposits shall be returned to COUNTY if SELLER defaults. The COUNTY shall be using the Investigation Period to investigate the following Contingencies as follows:
- A. Approval of Title Condition, including recorded and unrecorded encumbrances, if any exist.

- B. Approval of Zoning; Entitlements; Codes; and Covenants Conditions and Restrictions ("CC&R's"), if any exist.
- C. Approval of environmental conditions (e.g. Phase 1 and Phase 2 Environmental Site Assessments; and the presence of asbestos, other hazardous materials, or underground storage tanks).
- D. Approval of physical condition and building matters affecting the Purchase Property, its condition, and capacity, including, but not limited to, the building's structure and systems, Americans with Disabilities Act "ADA" compliance and other issues affecting the Purchase Property. Condition assessments shall include mechanical, electrical, plumbing, and building systems.
- E. Approval of any and all notices affecting the Purchase Property that are in SELLER's possession, including but not limited to, delinquencies in payment of any dues, fees, and/or taxes due to any governmental agency or jurisdiction having authority.
- F. Approval of all documents provided by SELLER as outlined in Section 4.06.
- G. COUNTY's selection of the PSH Operator that will assume this Agreement prior to COE.
- H. COUNTY's PSH Operator's inspection and acceptance of the physical, environmental, and title condition of the Purchase Property, including those items described in this Section 4.02. herein.
- I. Determination of fiscal feasibility of COUNTY's renovation, occupancy, use and operation of the Purchase Property.
- J. Project feasibility for purposes of accommodating program-eligible residents.
- K. Confirm availability and authorization of funds to purchase the Purchase Property, including CARES Act and Homekey Program funding.

4.03 Approval/Disapproval of Contingencies. If COUNTY gives written notice to SELLER on or before 5:00 p.m. of the final day of the Investigation Period defined in Sections 3.03 and 4.01, or as such period may be extended, of disapproval with any of the Contingencies, and SELLER and COUNTY have not entered into a mutually agreeable written resolution of the matter on or before 5:00 p.m. five (5) calendar days thereafter, this Agreement shall be deemed canceled. In such event, SELLER and COUNTY do so instruct by way of this Section 4.03, Escrow Holder to release any and all deposits paid by COUNTY and immediately return said to COUNTY. Unless extended by mutual written approval by the PARTIES, failure of the COUNTY to provide notice of cancellation to SELLER within said Investigation Period shall also be considered COUNTY's cancellation of this Agreement. If COUNTY approves said Contingencies, said approval should be given by COUNTY to SELLER in writing.

4.04 Environmental Inspection of the Purchase Property.

- A. COUNTY, any entity providing funding for the acquisition of the Purchase Property, and any of their respective employees, agents, and consultants, by appointment, may enter upon the Purchase Property to conduct such inspections and

investigations as may be deemed appropriate, including, without limitation, environmental assessment of the soils, and improvements on the Purchase Property at COUNTY's cost and expense. Said inspection shall be for purposes of COUNTY's Contingencies, subject to Section 4.02.C. herein.

- B. In the event that any condition or matter concerning the Purchase Property shall exist which is unacceptable to COUNTY (an "Unacceptable Matter" or Matters"), in COUNTY's sole discretion, COUNTY shall notify SELLER, prior to the end of Investigation Period of such Unacceptable Matter or Matters. Upon receipt, the SELLER shall have five (5) calendar days to notify COUNTY of its intention to cure or not to cure any Unacceptable Matter or Matters raised by COUNTY. The PARTIES may, by mutual agreement, consent to extend the Investigation Period until such unacceptable matter or matters are cured. Unless otherwise agreed upon, the cost to cure any Unacceptable Matter or Matters shall be at SELLER's expense. In the event the SELLER is unable or unwilling to cure the Unacceptable Matter or Matters, COUNTY may either: (i) terminate this Agreement; or (ii) waive the Unacceptable Matter or Matters and accept or waive the Contingency. In the event that COUNTY shall terminate this Agreement due to an Unacceptable Matter, such termination will be without liability to either PARTY. SELLER shall have no obligation to cure any Unacceptable Matter.

4.05 COUNTY's Review of Title Documents. Within thirty (30) calendar days of the Effective Date, pursuant to Article 4, COUNTY shall notify SELLER in writing as to whether COUNTY approves or disapproves the condition of Title Documents of the Purchase Property, identifying specific exceptions or other matters to which it objects. If COUNTY disapproves the condition of the Title Documents, then within five (5) calendar days after such notice of disapproval, SELLER shall notify COUNTY as to whether SELLER will agree to eliminate the Title Document matters to which COUNTY objected. SELLER shall have no obligation to cure any matters objected to by COUNTY. If SELLER and COUNTY agree upon the timing and manner of eliminating such objectionable Title Documents or survey matters, then SELLER shall be obligated to deliver Title to the Purchase Property in the condition agreed upon. If COUNTY determines, based on written documentation that SELLER has exercised reasonable and good faith efforts, that it will be unable to remove any exception objected to by the COUNTY by the end of the said Investigation Period or if SELLER does not elect to cure any of COUNTY's objections, COUNTY may elect to either terminate this Agreement or to waive the COUNTY's objection. All Title Document matters accepted or waived by COUNTY pursuant to this paragraph shall be defined as "Permitted Exceptions."

4.06 Investigations and Delivery of SELLER's Documents. COUNTY shall be permitted to investigate the Purchase Property in conformance with the Limited Right of Entry provisions of Article 6, at its sole expense, to determine in the COUNTY's sole and absolute discretion, the suitability of the Purchase Property for its intended uses. Within twenty (20) calendar days after the Effective Date of this Agreement, SELLER shall deliver to COUNTY each and all of the items listed below, since the acquisition of the Purchase Property by SELLER, and which are in SELLER's possession or control. Copies of contracts, agreements, and reports resulting from the inspections performed prior to this Agreement shall be provided by the SELLER to the COUNTY at no cost. These include, but are not limited to:

- A. Copies of all contracts relating to the operation, maintenance, and management of the Purchase Property.

- B. Copies of the property tax statements and bills, and copies of supplemental tax bills if applicable for the Purchase Property.
- C. Copies of current utility bills and/or capacity letters from the Purchase Property's water and sewer service provider for the current twelve (12) month period preceding the Effective Date of this Agreement.
- D. "As-built" paper and electronic construction plans for building improvements, electrical, plumbing, mechanical and structural systems, engineering reports, and permanent certificates of occupancy to the extent in SELLER's possession.
- E. Copies of all building permits which have been required of and obtained by SELLER.
- F. Copies of any notices of violation including code enforcement violations.
- G. In the event "as-built" construction plans are not available, then the most current and complete and accurate paper and electronic construction plans available to SELLER.
- H. Copies of all previous environmental assessments, studies, or analyses made on or relating to the Purchase Property including but not limited to, all Phase I and Phase 2 Environmental Site Assessments, all soils tests, topography studies, boundary surveys, and engineering reports pertaining to the Purchase Property in SELLER's possession.
- I. Architectural, civil, and structural Certificates of Compliance in SELLER's possession.
- J. Most recent Fire Department Inspection report related to the Purchase Property in SELLER's possession.
- K. Franchise and operation agreement(s) affecting the Purchase Property.
- L. Natural Hazards Disclosure Statement for the Purchase Property. COUNTY shall have approved the Natural Hazards Disclosure Statement and returned a signed copy thereof to SELLER.

ARTICLE 5. CONDITIONS TO CLOSE ESCROW.

- 5.01 General. The provisions of Section 5.02 are conditions to the COE and are covenants of the SELLER, who is responsible for causing the condition to be satisfied. If any of such conditions are not fulfilled by either the date stated, or, where no specific date is stated, on or before the COE, then, except as otherwise provided in this Agreement, COUNTY shall have the right to cancel and terminate this Agreement and the Escrow. In this event, all rights and obligations of the COUNTY and SELLER hereunder shall be terminated and be of no further force and effect. All funds and instruments deposited into Escrow, including the Initial Deposit, shall be returned to the PARTY who deposited the same.
- 5.02 COUNTY's Conditions to Close Escrow. COUNTY's obligation to purchase and the COE shall be conditioned on all of the following:

- A. SELLER has timely performed all of its obligations under this Agreement.
- B. Purchase Property being conveyed is free of all liens, restrictions, encumbrances, and impositions other than the "Permitted Exceptions" defined above.
- C. SELLER has not taken any action or omits to take any action, which would have the effect of violating or rendering untrue any representation, warranty, covenant, or agreement contained herein. SELLER covenants that it will not cause any change to the physical, title, or environmental condition of the property following COUNTY's removal of contingencies pursuant to Article 4 herein.
- D. SELLER has made any and all payments due and owing with respect to the Purchase Property, including, without limitation, real estate taxes, assessments, charges, fees, levies, and impositions, which payment may be made at COE with proceeds of the sale of the Purchase Property.
- E. SELLER has negotiated and received approval from any hotel franchiser the release the SELLER of any and all Franchisee agreements. SELLER will pay all fees and costs to obtain the franchise release. SELLER will pay any and all past franchise obligation fees.
- F. SELLER has removed all signage associated with the hotel franchise at the Purchase Property, including the exterior building signage and repaired any damage to building or Purchase Property. SELLER will be responsible for all costs and any permits needed for signage removal.

5.03 SELLER's Conditions to Close Escrow. SELLER's obligation to sell and COE shall be conditioned on all of the following:

- A. COUNTY has timely performed all of its obligations under this Agreement.

ARTICLE 6. COUNTY LIMITED RIGHT OF ENTRY.

- 6.01 General. The COUNTY shall have the right, upon two (2) hour notice as provided herein, to enter onto the Purchase Property in order to conduct inspections, tests, surveys, and other studies as the COUNTY may deem necessary (hereinafter "Inspections"). Such notice shall be served by COUNTY to SELLER at the Notice email address provided in Section 8.02 herein below.
- 6.02 Permits. COUNTY shall be responsible for obtaining any required permits for all Inspections performed on the Purchase Property. All Inspections shall be performed in compliance with all applicable laws and regulations. COUNTY shall be responsible for performing all Inspections on the Purchase Property in a safe, professional manner, and shall take all reasonable precautions to avoid damage to the Purchase Property. COUNTY shall be solely responsible for any damage that occurs to the Purchase Property or to adjacent properties caused by the Inspections. Upon the completion of the Inspections, all debris generated by COUNTY's Inspection shall be removed from the Purchase Property by COUNTY and disposed of in an appropriate and legal manner.
- 6.03 No Interference. Neither COUNTY nor its contractors shall interfere with any ongoing or future operations of the SELLER, its agents, or its contractors.

- 6.04 COUNTY's Sole Cost. All Inspections shall be performed under the direction of COUNTY, at the sole cost of COUNTY, and COUNTY is responsible for payment of contractors, subcontractors, and costs of lawful disposal of all materials.
- 6.05 Tools and Equipment. All tools, equipment, and vehicles used to perform the Inspections shall be the property of, or hired by, the COUNTY and shall be removed promptly upon completion of the Inspections.
- 6.06 Indemnification. COUNTY agrees to indemnify and defend SELLER and hold the SELLER and the Purchase Property harmless from any loss, costs, or liability of any kind or nature, including, without limitation, relating to personal injury, physical property damage, and/or mechanics' liens, and attorney's fees and costs related thereto, incurred by reason of such investigations, and to repair any damages caused to the Purchase Property by reason of any entry or investigation thereof.
- 6.07 Limitation. Notwithstanding the foregoing, however, the COUNTY shall not be obligated to defend or indemnify the SELLER, nor repair any damage attributable in whole or in part to any one or more of the following: (1) the discovery of Hazardous Materials as defined in Article 9 on the Purchase Property; (2) a pre-existing latent defect in the Purchase Property; and (3) the act or omission of SELLER or its agents.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES.

- 7.01 Representations and Warranties in General. SELLER acknowledges that the execution of this Agreement by the COUNTY is made in material reliance by the COUNTY on each and every one of the representations and warranties made by SELLER and as specified in this Agreement. The COUNTY acknowledges that the execution of this Agreement by SELLER is made in material reliance by the SELLER of each and every one of the representations and warranties made by COUNTY. Such disclosures shall include but not be limited to information regarding present and future zoning and environmental matters affecting the Purchase Property, and regarding the condition of the Purchase Property, including, but not limited to, wetlands, structural, mechanical, and soils conditions, the presence and location of asbestos, PCB transformers, other toxic hazardous or contaminated substances, and underground storage tanks, in, on, or about the Purchase Property.
- 7.02 SELLER's Representations and Warranties. SELLER represents and warrants to the COUNTY that to the best of SELLER's knowledge, each and every one of the matters set forth in this Section 7.02 is true and correct as of the COE.
- A. No Underground Tanks; No Releases. SELLER has no knowledge of and has not used or installed any underground storage tanks on the Purchase Property or used any portion of the Purchase Property for the release, dumping, storage, processing, disposal, or use of Hazardous Materials. SELLER is unaware of any Hazardous Materials present and is unaware of any release or discharge of Hazardous Materials in, upon, or below any portion of the Purchase Property, including, but not limited to, soils, ground, or surface water in and around the Purchase Property. Seller has received no written notice of any Hazardous Materials present or any release or discharge of Hazardous Materials in, upon, or below any portion of the Purchase Property in violation of applicable law.
- B. No Violations; No Notice. SELLER represents and warrants that, to the best of SELLER's knowledge, as of the COE, the Purchase Property is not in violation of

any federal, state, or local law, ordinance, code, or regulation relating to physical structures, industrial hygiene or the environmental conditions on, or under or about the Purchase Property. If SELLER has knowledge of any violations or notices, SELLER will disclose to COUNTY and provide written copies to COUNTY.

- C. Breach of Other Agreements. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein will constitute a breach under any contract or agreement to which SELLER is a party or by which SELLER is bound or affected, which affects the Purchase Property or any part thereof.
- D. No Other Parties. At the COE, except for SELLER, there are no other parties with any interest in the Purchase Property (business entity, marital, homestead, bankruptcy estate, trustor, or otherwise), and no other signatures are required to make this Agreement fully enforceable by the COUNTY.
- E. Rights of Others. Except as stated herein, at the COE, there are no parties in possession of any portion of the Purchase Property as lessees, tenants, tenants at sufferance, or trespassers, and no PARTY other than COUNTY's PSH Operator will be granted any license, lease, or other right relating to use or possession of the Purchase Property. SELLER will provide to COUNTY a list of units and any occupancy agreements.
- F. No Grant of Other Rights. SELLER has not granted to any PARTY, other than the COUNTY and COUNTY's PSH Operator, any option, contract, or other agreement with respect to a purchase or sale of the Purchase Property or any portion thereof or any interest therein.
- G. Terminated Hotel Franchise Agreements. At the COE, SELLER has terminated all hotel franchise agreements for the Purchase Property and paid any and all franchise fees or fees due. SELLER agrees to indemnify and hold harmless COUNTY and COUNTY's PSH Operator against any loss, liability, damage, cost, claim or expense incurred by reason of hotel franchiser, franchise fee alleged to be payable, or otherwise associated with any franchise agreement.
- H. No Bankruptcy or Litigation. SELLER represents and warrants that there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy, or under any applicable debtor relief laws, or any other litigation contemplated by, pending, or threatened against SELLER or the Purchase Property.
- I. Authority: Binding Obligation. The execution and delivery by SELLER of and SELLER's performance under this Agreement are within SELLER's powers and have been duly authorized by all requisite action.
- J. No Retained Rights. To the best knowledge of SELLER, no previous owner of any portion of the Purchase Property has any right to create any easements, rights-of-way, or other interest in any portion of the Purchase Property, except as otherwise may be disclosed in the Title Documents and consented to in writing by COUNTY.
- K. Disclosure. SELLER has disclosed to COUNTY any and all matters known to SELLER that may have a material adverse impact on the Purchase Property and the COUNTY's ability to use and/or develop the Purchase Property. All of the

documents and materials supplied by SELLER are in all material respects true, accurate, and complete; and, SELLER has no knowledge of any facts, which would render any information in such documents and materials untrue in any significant respect.

L. Notice of Changed Circumstances. If SELLER becomes aware prior to COE of any fact or circumstance which would render false or misleading a representation or warranty made by SELLER, then SELLER shall immediately give written notice of such fact or circumstance to the COUNTY. Still, such notice shall not relieve SELLER of any liabilities or obligations with respect to any representations or warranty. Upon receipt of such notice, COUNTY shall have five (5) days to elect by written notice to SELLER to terminate this Agreement. If COUNTY does not elect to terminate this Agreement, then the applicable representation and warranty shall be deemed modified by the new information. Any rights of COUNTY with respect thereto shall thereafter be deemed waived by the COUNTY.

M. SELLER's Covenants: SELLER covenants that from the Effective Date and through the Close of Escrow, SELLER:

- (1) Shall not enter into or renew, replace or modify any agreement regarding the use, rental, management, repair, improvement, or any other matter affecting the Purchase Property that would be binding on COUNTY or the Purchase Property after the COE absent the prior written approval of COUNTY; and
- (2) Shall maintain the Purchase Property in its condition as of the Effective Date, ordinary wear and tear excepted, and shall manage the Purchase Property substantially in accordance with SELLER's established practices; and
- (3) Shall make no material alteration to the Purchase Property without COUNTY's prior written consent.

7.03 COUNTY's Representations and Warranties. COUNTY represents and warrants to the SELLER that each and every one of the matters set forth in this Section 7.03 is true and correct as of the Effective Date.

A. Authority; Binding Obligation. The execution and delivery by COUNTY of and COUNTY's performance under this Agreement are within COUNTY's powers and have been duly authorized by all requisite action.

7.04 Survival of Representations Warranties. SELLER and COUNTY agree that each representation and warranty in this Article 7 shall survive the Closing Date for a period of nine (9) months.

ARTICLE 8. MISCELLANEOUS.

8.01 Default.

A. Default by COUNTY.

- (1) A failure by COUNTY to perform material obligations of this Agreement required of COUNTY within a reasonable time, but in no event later than ten (10) calendar days after written notice by SELLER to COUNTY. Specifying wherein COUNTY has failed to perform such obligations, provided, however, that if the nature of the default is such that the default cannot reasonably be cured within said ten (10) calendar day period. Then COUNTY shall not be in default if COUNTY commences performance within such period and thereafter diligently prosecute the same to completion, which completion shall be not more than ten (10) calendar days after such written notice.
- (2) In the event of any such default or breach by COUNTY, SELLER shall, thereafter without limiting SELLER in the exercise of any right or remedy at law, or in equity which SELLER may have by reasons of such default or breach, have right, at SELLER's option, without further notice or demand of any kind to terminate this Agreement. In such event, SELLER shall be entitled to recovery of damages which may be assessed by a court of competent jurisdiction, and which have been incurred by SELLER.

B. Default by SELLER.

- (1) A failure by SELLER to perform material obligations of this Agreement required of SELLER within a reasonable time, but in no event later than ten (10) calendar days after written notice by COUNTY to SELLER, specifying wherein SELLER has failed to perform such obligations, provided, however, that if the nature of the default is such that the default cannot reasonably be cured within said ten (10) calendar day period, then SELLER shall not be in default if SELLER commences performance within such period and thereafter diligently prosecutes the same to completion which completion shall be not more than ten (10) calendar days after such written notice.
- (2) In the event of any such default or breach by SELLER, COUNTY may, without limiting COUNTY in the exercise of any right or remedy at law, or in equity which COUNTY may have by reasons of such default or breach, have right, at COUNTY's option to, without further notice or demand of any kind to terminate this Agreement. In such event, COUNTY shall be entitled to recovery of damages which may be assessed by a court of competent jurisdiction, and which have been incurred by COUNTY by reason of SELLER's default.

If a particular default has not been cured and it impacts the COUNTY's ability to waive a Contingency, then COUNTY shall have the option to extend the Investigation Period to a date commensurate with the period of time necessary to remedy the default. Additionally, in the case of a default following the Investigation Period, the PARTY that would have benefitted from the performance of a particular obligation under this Agreement shall have the right to extend the COE date to a date that provides appropriate dispensation in consideration of the delay caused by the particular default.

- 8.02 Notices. All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if: (1) sent by email (upon confirmation by recipient); (2) delivered personally (upon delivery); or (3) deposited in the United States mail, postage prepaid and properly addressed as set forth below (three days after deposit). Notice given

by any other means that is actually received shall also be effective with respect to the receiving PARTY. Changes in contact person or address information shall be made by notice, in writing, to the other PARTY.

If to SELLER: Shailendra (Sam) Devdhara
CORE Hotels, LLC / Roseville Hospitality, LLC
212 Sutter Street, 3rd Floor
San Francisco, CA 94108
Telephone No. (415) 982-1416 Ext – 7051
Cell: (415) 606-5150
Email: samd@corehotelsllc.com

If to COUNTY: Attn: Property Manager
County of Placer, Department of Facilities Management
11476 C Avenue
Auburn, CA 95603
Telephone No. (530) 886-4900
Facsimile No. (530) 889-6857
Email: jtriplett@placer.ca.gov

Copies on any Notice to COUNTY shall also be sent to:

County of Placer
Office of County Counsel
Attention: Rob Sandman
175 Fulweiler Avenue
Auburn, CA 95603
Telephone No. (530) 889-4044
Facsimile No. (530) 889-4069

- 8.03 No Brokers. Each of the PARTIES hereto represents that it has dealt with no broker or finder in connection with this sale, and no other broker or other person is entitled to any commission or finder's fee in connection with this sale and that SELLER shall be responsible for any commission-payable. The COUNTY and SELLER each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying PARTY.
- 8.04 Interpretation. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the PARTIES and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 8.05 Time of Essence. SELLER and COUNTY hereby acknowledge and agree that time is strict of the essence with respect to each and every term, condition, obligation, and provision hereof and that failure to timely perform any of the terms, conditions, obligations, or provisions hereof by either PARTY shall constitute a material breach of and a non-curable (but waivable) default under this Agreement by the PARTY so failing to perform.

- 8.06 Integration; Amendments to Agreement. This Agreement contains the entire agreement of the PARTIES hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, relating to the subject matter, which is not fully expressed herein. This Agreement may be amended, modified, or supplemented only by a written instrument signed by all PARTIES.
- 8.07 Additional Documents. From time to time prior to and after the COE, each PARTY shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other PARTY to carry out the purpose and intent of this Agreement.
- 8.08 Dependency and Survival of Provisions. Except as specifically set forth herein, the respective warranties, representations, covenants, agreements, obligations, and undertakings of each PARTY hereunder shall not survive the COE and delivery of the Grant Deed.
- 8.09 California Law. The PARTIES hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The PARTIES hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with laws of the State of California. Initial venue for any disputes shall be the Superior Court for the State of California, Placer County. The PARTIES hereby waive any federal court removal rights and/or rights based on original jurisdiction that they may have.
- 8.10 Possession. SELLER shall deliver possession of the Purchase Property to the COUNTY's PSH Operator at COE.
- 8.11 Reporting to Internal Revenue Service. The Escrow instructions for this transaction shall obligate Escrow Holder to report this transaction to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended.
- 8.12 Calculation of Time Periods. If any date for performance under this Agreement falls on a Saturday, Sunday, or bank holiday, then the date for performance shall be the next day which is not a Saturday, Sunday, or bank holiday. Unless specifically described herein as calendar days, all time periods shall be calculated as business days.
- 8.13 Exhibits. All Exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the PARTIES. Reference to "this Agreement" includes matters incorporated by reference.
- 8.14 Force Majeure. If either PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided; however, nothing contained in this Section shall excuse COUNTY from the prompt payment of any charge required of COUNTY hereunder, except as may be expressly provided elsewhere in this Agreement.

- 8.15 Mutual Contribution. This Agreement has been drafted on the basis of mutual contribution of language and is not to be construed against any PARTY hereto as being the drafter or causing the same to be drafted.
- 8.16 Representation. Each PARTY acknowledges that it has had the opportunity to review this Agreement with an attorney and has either done so or knowingly declined the opportunity to do so.
- 8.17 Construction and Interpretation. It is agreed and acknowledged by the PARTIES that the provisions of this Agreement have been arrived at through negotiation and that each of the PARTIES has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the standard rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.
- 8.18 Counterparts. This Agreement may be executed in counterparts.
- 8.19 Successors and Assigns. This Agreement and the rights and obligations contained herein shall be binding on the successors, heirs, and assigns of the PARTIES. COUNTY shall have the right to assign, transfer, PSH or convey its rights and obligations under this Agreement or in the Property to the selected PSH Operator without prior written consent of SELLER. The PSH Operator shall assume all of COUNTY's obligations hereunder and succeed to all of Buyer's rights and remedies hereunder.
- 8.20 Assignment. COUNTY may assign this Agreement and all of COUNTY's rights under it to an entity in which Buyer has a direct or indirect ownership interest or otherwise controls, subject to the terms of this Agreement, provided that (i) such assignee assumes in a writing all of the obligations of COUNTY, (ii) SELLER receives prior written notice of such assignment, and (iii) the assignee agrees to execute all documents and perform all obligations of COUNTY as if such assignee were the original buyer under this Agreement.

ARTICLE 9. HAZARDOUS MATERIALS.

- 9.01 The term "Hazardous Material(s)" as used in this Agreement means any substance which is: (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law; (2) a petroleum hydrocarbon, including crude oil or any fraction thereof; (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant; (4) regulated pursuant to any "Environmental Law(s)" (5) any pesticide regulated under state or federal law; or (6) any tank or container which contains or previously contained any Hazardous Material(s). The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization, or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment, now and forever.

ARTICLE 10. ADDITIONAL PROVISIONS.

- 10.01 Risk of Loss. Risk of loss of the Purchase Property shall be borne by SELLER until Title has been conveyed to COUNTY. In the event that the improvement on the Purchase Property are destroyed or materially damaged between the Effective Date of this Agreement and the Closing Date, COUNTY shall have the option of demanding and

receiving back the Initial Deposit, with the PARTIES being released from all obligations of this Agreement, or, alternatively, taking such improvements as SELLER can deliver. SELLER shall credit all deductible amounts that are due under the insurance policy against the Purchase Price at Closing and assign all insurance proceeds to COUNTY. Upon COUNTY's removal of all Contingencies set forth in this Agreement related to the condition of the Purchase Property, SELLER shall maintain the Purchase Property through the Closing Date in substantially the same condition and repair as approved by COUNTY, reasonable wear and tear excepted, subject to this Article 10.

10.02 Condemnation. If before closing, condemnation proceedings are commenced against any material part of the Purchase Property other than by the COUNTY, COUNTY may:

- A. Terminate this Agreement by providing written notice to SELLER with fifteen (15) calendar days after COUNTY is advised of the condemnation proceedings and the Initial Deposit will be refunded to COUNTY; or
- B. Appear and defend the condemnation proceedings, and any award will, at COUNTY'S election, belong to:
 - (1) SELLER and the Purchase Price will be reduced by the same amount; or
 - (2) COUNTY and the Purchase Price will not be reduced.

10.03 Operations. Until COE, SELLER may not enter into, amend, or terminate any other agreement that would bind the Purchase Property following the COE. Subject to SELLER's compliance to provide a vacant building in accordance with Section 5.02 above and winding down of operations at the Property, SELLER shall continue to operate the Purchase Property in its normal course of business, including routine maintenance, payments of insurance premiums, and other day-to-day obligations. Unless otherwise provided herein, the following items shall be adjusted between SELLER and COUNTY as of 12:01 a.m. on the COE.

- A. All ordinary and customary items of income and expense including, without limitation, water, sewer, electricity and gas charges, fire protection monitoring, real estate taxes and assessments, personal property taxes, shall be prorated or adjusted as of the COE (to the extent possible with cut off bills as of 12:01 a.m. on the COE, or to such time and date as near as possible thereto).
- B. Contracts related to the operation of the hotel, including but not limited to maintenance contracts, service contracts, personal property leases, rental contracts or equipment or telephone contracts, advertising contracts, cleaning contracts, shall be terminated by SELLER on or before the COE.
- C. With respect to employee wages, all employees will be paid by the SELLER until they punch out on the COE and will be paid by SELLER for any and all accrued or owed employee vacation pay, sick pay, medical, or other employee benefits.

The provisions of this Section 10.03 may not specify all adjustments properly to be made in a transaction of this nature. Representatives of SELLER and COUNTY shall perform all of the adjustments through the COE and any and all other adjustments not specifically referred to herein, which are appropriate and usual. The adjustments shall be calculated or paid in an amount based upon a fair and reasonable estimated accounting performed and agreed to by

representatives of SELLER and COUNTY at COE. Subsequent final adjustments and payments shall be made in cash or other immediately available funds as soon as practicable after the COE. In any event within ninety (90) calendar days after the COE, based upon an agreed accounting performed by representatives of SELLER and COUNTY.

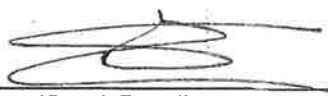
10.04 Confidentiality. SELLER acknowledges that the COUNTY is a public entity subject to the Ralph M. Brown Act and the Public Records Act (Cal Govt. Code Sec. 54950 et seq and Cal Govt. Code Sec. 6250 et seq, respectively; (collectively the "Acts")). SELLER acknowledges that the Purchase Price and other terms and conditions of this Agreement are subject to public disclosure as part of the Board of Supervisors' open session meeting consideration of this transaction. SELLER further acknowledges that this Agreement and related transaction documents may be subject to public disclosure under the Acts. COUNTY agrees to promptly notify SELLER of any requests under the Acts for a copy of this Agreement.

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the PARTIES have duly executed this Purchase and Sale Agreement, together with the herein-referred-to Exhibits, which are attached hereto, on the day and year of the last signature below.

SELLER: Roseville Hospitality, LLC, DBA Hampton Inn

By: 
Shailendra (Sam) Devdhara
CORE Hotels, LLC / Roseville Hospitality, LLC

Date: 12/21/21

COUNTY: County of Placer, a political subdivision of the State of California

By: _____
Steve Newsom, Director
Department of Facilities Management

Date: _____

Approved as to Form:

By: _____
County Counsel

Attachments: Exhibit A: Purchase Property Legal Description
Exhibit B: Purchase Property Map
Exhibit C: Seller's Personal Property Excluded from Sale

**PURCHASE PROPERTY LEGAL DESCRIPTION
APN 013-213-001-000**

All of the real property in the City of Roseville, County of Placer, State of California, described as follows:

PARCEL ONE:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 10 NORTH, RANGE 6 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRONZE CAPPED MONUMENT IN CONCRETE (MARKED PAC. GAS & ELECT. CO. PRO. COR.) IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 10 NORTH, RANGE 6 EAST, MDB&M, FROM WHICH THE 6 INCH BY 6 INCH CONCRETE HIGHWAY MONUMENT MARKING THE EASTERLY TERMINUS OF THE COURSE IN THE BOUNDARY LINE OF THAT CERTAIN 18.60 ACRE PARCEL OF LAND DESCRIBED IN THE DEED FROM W.J. DOYLE AND WIFE, TO STATE OF CALIFORNIA, DATED JULY 13, 1949 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF PLACER IN BOOK 555 OF OFFICIAL RECORDS, AT PAGE 505, WHICH COURSE, ACCORDING TO THE DESCRIPTION CONTAINED IN SAID DEED TO STATE OF CALIFORNIA, HAS A BEARING OF SOUTH 71 DEGREES 26 MINUTES 50 SECONDS EAST AND A LENGTH OF 105.95 FEET BEARS SOUTH 69 DEGREES 24 MINUTES 49 SECONDS EAST 233.78 FEET DISTANT AND RUNNING THENCE NORTH 0 DEGREES 28 MINUTES 20 SECONDS EAST, PARALLEL WITH AND DISTANT 20 FEET EASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) PACIFIC'S EXISTING POLE AND WIRE ELECTRIC TRANSMISSION LINE ERECTED UNDER AND BY VIRTUE OF THE DEED FROM CLARA B. DOYLE TO PACIFIC, DATED JUNE 24, 1926 AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY OF PLACER IN BOOK 224 OF OFFICIAL RECORDS, AT PAGE 271, A DISTANCE OF 245.00 FEET TO A BRONZE CAPPED MONUMENT IN CONCRETE (MARKED PAC. GAS & ELECT. CO. PROP. COR.); THENCE NORTH 89 DEGREES 31 MINUTES 40 SECONDS WEST 240.00 FEET TO A BRONZE CAPPED MONUMENT IN CONCRETE (MARKED PAC. GAS & ELECT. CO. PROP. COR.); THENCE SOUTH 0 DEGREES 28 MINUTES 20 SECONDS WEST 218.58 FEET TO A BRONZE CAPPED MONUMENT IN CONCRETE (MARKED PAC. GAS & ELECT. CO. PROP. COR.) SET AT A POINT DISTANT 50 FEET NORTHERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE NORTHERLY BOUNDARY LINE OF SAID 18.60 ACRE PARCEL OF LAND; THENCE PARALLEL WITH AND DISTANT 50 FEET NORTHERLY FROM (MEASURED AT RIGHT ANGLE TO) THE NORTHERLY BOUNDARY LINE OF SAID 18.60 ACRE PARCEL OF LAND, THE FOLLOWING TWO COURSES AND DISTANCES, NAMELY; SOUTH 83 DEGREES 03 MINUTES 10 SECONDS EAST 235.07 FEET TO A BRONZE CAPPED MONUMENT IN CONCRETE (MARKED PAC. GAS & ELECT. CO. PRO. CO.); AND THENCE NORTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 6.43 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**PURCHASE PROPERTY LEGAL DESCRIPTION
APN 013-213-001-000**

PARCEL TWO:

A PORTION OF SECTION 1, TOWNSHIP 10 NORTH, RANGE 6 EAST, MDB&M.

SAID PORTION IS ALL THAT PART THEREOF LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES.

BEGINNING AT THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY DEED RECORDED APRIL 5, 1955 IN BOOK 672, AT PAGE 38, OFFICIAL RECORDS OF PLACER COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID PARCEL NORTH 89 DEGREES 57 MINUTES 41 SECONDS WEST 64.58 FEET; THENCE LEAVING THE WESTERLY PROLONGATION OF SAID NORTHERLY LINE SOUTH 12 DEGREES 11 MINUTES 56 SECONDS EAST 231.33 FEET TO A POINT DISTANT 119.28 FEET NORTHERLY, MEASURED AT A RIGHT ANGLES FROM THE "U" LINE AT ENGINEER'S STATION "U" 27+13.50 OF THE DEPARTMENT OF PUBLIC WORKS' 1962 SURVEY ON ROAD 03-PLA 80.PM 1.8 (FORMERLY ROAD 01-PLA-3, 1-RV); THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 35 FEET, THROUGH AN ANGLE OF 76 DEGREES 02 MINUTES 00 SECONDS, A DISTANCE OF 46.45 FEET; THENCE SOUTH 88 DEGREES 13 SECONDS 56 SECONDS EAST 216.40 FEET; THENCE NORTH 1 DEGREES 11 MINUTES 14 SECONDS WEST 15.01 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL; THENCE ALONG SAID SOUTHERLY LINE NORTH 83 DEGREES 29 MINUTES 11 SECONDS WEST 235.07 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE ALONG THE WESTERLY LINE OF PARCEL NORTH 00 DEGREES 02 MINUTES 19 SECONDS EAST 218.58 FEET TO THE POINT OF BEGINNING.

**PURCHASE PROPERTY LEGAL DESCRIPTION
APN 013-213-001-000**

PARCEL THREE:

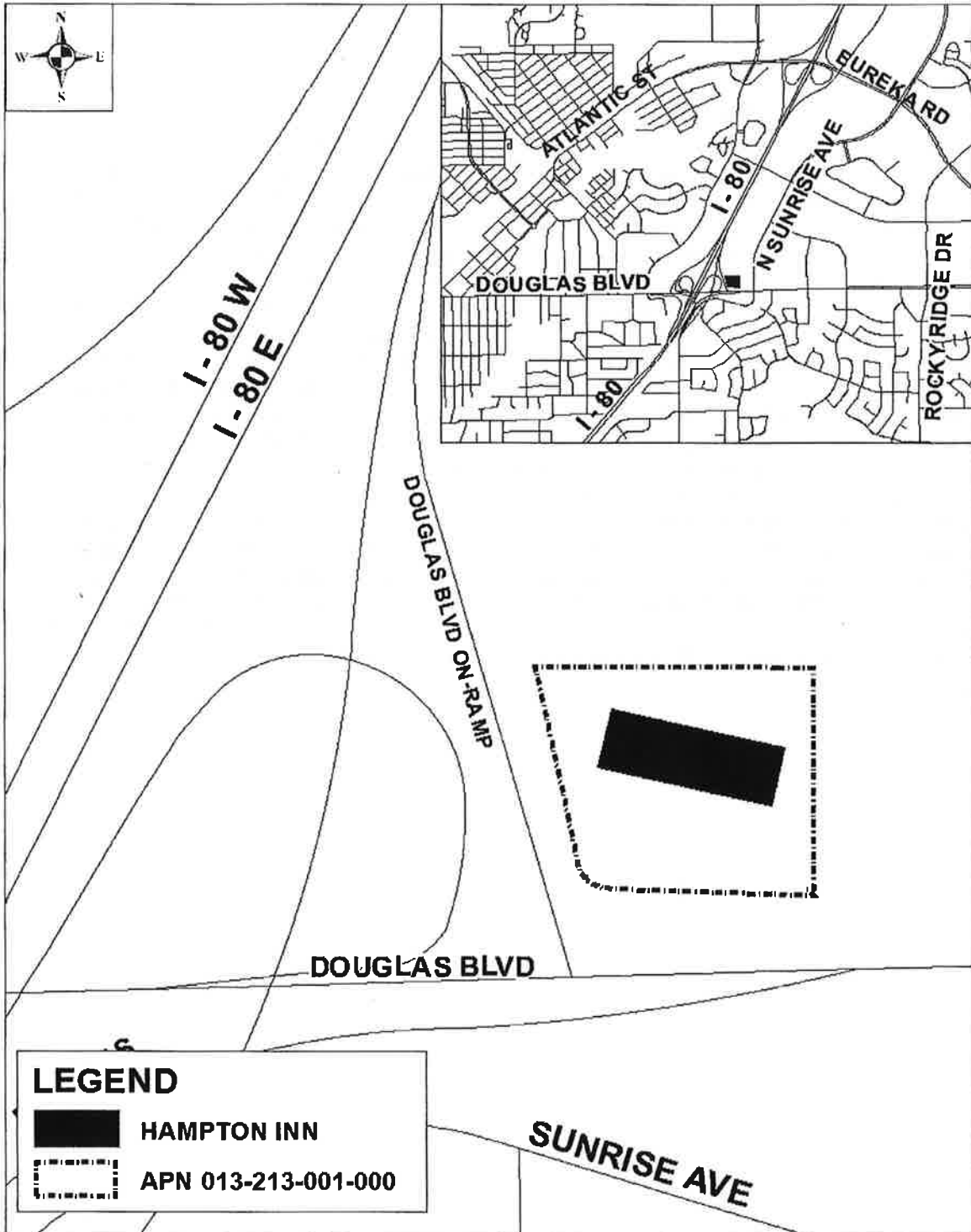
A NON-EXCLUSIVE EASEMENT FOR THE INGRESS AND EGRESS ON, OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 10 NORTH, RANGE 6 EAST, MDB&M, DESCRIBED AS: BEGINNING AT A BRONZE-CAPPED MONUMENT SET IN CONCRETE MARKED (PAC. GAS & ELECT. CO. PROP. COR.) WHICH IS THE EAST TERMINUS OF THE COURSE DESCRIBED AS "SOUTH 83 DEGREES 03 MINUTES 10 SECONDS EAST 235.07 FEET; OF THAT CERTAIN PARCEL ACQUIRED BY DEED RECORDED APRIL 5, 1955 IN BOOK 672, AT PAGE 38, OFFICIAL RECORDS OF PLACER COUNTY; THENCE FROM SAID POINT OF BEGINNING ALONG THE SOUTHERLY LINE OF SAID PARCEL NORTH 88 DEGREES 49 MINUTES 49 SECONDS EAST 6.54 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL NORTH 00 DEGREES 02 MINUTES 19 SECONDS EAST 43.97 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 88 DEGREES 49 MINUTES 09 SECONDS EAST 167.00 FEET ; THENCE NORTH 73 DEGREES 05 MINUTES 03 SECONDS EAST 118.00 FEET; THENCE SOUTH 61 DEGREES 44 MINUTES 28 SECONDS EAST 85.45 FEET; THENCE SOUTH 01 DEGREES 10 MINUTES 51 SECONDS EAST 40.00 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES 09 SECONDS WEST 81.54 FEET; THENCE SOUTH 01 DEGREES 10 MINUTES 51 SECONDS EAST 8.98 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES 09 SECONDS WEST 280 FEET TO A POINT DISTANT 80 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM THE "U" LINE AT ENGINEER'S STATION "U" 29+60 OF THE DEPARTMENT OF PUBLIC WORKS 1962 SURVEY ON ROAD 03-PLA-80 P.M. 1.8 (FORMERLY ROAD 11-PLA-3, 17-RSV); THENCE NORTH 01 DEGREES 11 MINUTES 14 SECONDS WEST 15.01 FEET TO THE POINT OF BEGINNING.

APN: 013-213-001-000

EXHIBIT B

PURCHASE PROPERTY MAP
APN 013-213-001-000



SELLER'S PERSONAL PROPERTY EXCLUDED FROM SALE **EXHIBIT C**

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